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*Attorneys for Defendant Boris Berian*

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

NIKE USA, INC., an Oregon corporation,

Plaintiff,

v.

BORIS BERIAN, an individual California  
resident,

Defendant.

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Case No. 3:16-cv-00743-SB

**DECLARATION OF SALLY  
BERGESEN**

**In Support Of Defendant Boris Berian's  
Opposition To Nike's Motion For A  
Temporary Restraining Order And  
Order To Show Cause Why Preliminary  
Injunction Should Not Issue**

I, SALLY BERGESEN, hereby declare as follows:

1. I am CEO for OISELLE RUNNING, INC. I submit this declaration in support of Defendant Boris Berian's Opposition To Nike's Motion For A Temporary Restraining Order And Preliminary Injunction. The information herein is based on my personal knowledge, and, if called and sworn as a witness, I could and would testify competently thereto.

2. I have worked for OISELLE RUNNING, INC. for TEN years.

3. Endorsement agreements in the shoe and apparel industry may include what are known as "reduction" or "proration" provisions. In effect, such provisions are the opposite of a bonus: they reduce the compensation that the endorsing party receives from the company in the event the endorsing party does not perform as expected. The kinds of performance issues addressed by such provisions may involve the endorsing party's obligations under the contract (for example, number of races) or his or her professional performance (for example, an athlete's success on the track).

4. In my experience, reduction or proration provisions are not included in every contract. They are not uncommon in the industry, but nor are they standard.

5. At OISELLE RUNNING, INC. I personally have been involved with signing endorsing parties to contracts that do not include any reduction or proration provision.

6. In my experience, in talking with other sponsors and industry leaders, reductions, as well as option years, are viewed as being abusive to athletes.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 6, 2016.



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SALLY BERGESEN  
FOUNDER & CEO  
OISELLE RUNNING, INC.